

May 7, 2009

The Honorable John P. Thompson
County Judge
Polk County
101 West Church, Suite 300
Livingston, Texas 77351

Terracon Consultants, Inc.
1609 South Chestnut, Suite 107
Lufkin, Texas 75901
Phone 936.634.5044
www.terracon.com

Phone: 936.327.6813
Fax: 936.327.6891

Re: Supplemental Proposal for Geotechnical Engineering Services
Polk County Judicial Center
West Church Street
Livingston, Texas
Terracon Proposal No. P93-G043-09

Dear Judge Thompson:

Terracon Consultants Inc. (Terracon) is pleased to present our proposal for performing a geotechnical engineering study for the above referenced project. Thank you for choosing our firm based upon our qualifications to perform this service. This proposal was requested by Ms. Jean Hester, with Hesters and Sanders Architecture in the second week of April 2009, and is based upon our understanding of the required scope of services as outlined in our conversation with Ms. Hester. Details of our proposal are discussed herein.

A. PROJECT DESCRIPTION

The proposed project is the construction of a new Polk County Judicial Center on West Church Street in Livingston, Texas. The building will be two-story, and is planned to be approximately 27,000 square feet in size on the ground floor. Approximately 3,400 square feet of this space will be the remodeled Greer Building, and approximately 5,900 square feet will be the remodeled Ford Building. On April 8, 2008 we issued a Geotechnical Engineering Report for the approximately 18,000 square feet of new construction planned between the two noted buildings, Terracon Project No. 93085021 dated April 8, 2008. It is our understanding that the existing Ford Building is supported on an at-grade slab, and that the existing Greer Building has a suspended wood floor system, supported on shallow brick footings.

B. SCOPE OF SERVICES

The purposes of this investigation are as follows:

Greer Building - to evaluate the soil and groundwater conditions in order to make geotechnical recommendations for your team's design of the foundations for the proposed remodel.

Delivering Success for Clients and Employees Since 1965

More Than 95 Offices Nationwide

Polk County Judicial Center
May 7, 2009
Page 2

Terracon

Ford Building - to determine the thickness and compressive strength of the concrete floor slab at three locations, and to determine the reinforcing slab steel pattern at three locations.

Field Exploration – We propose to drill and sample a total of two borings in the Greer Building to depths of 15 feet each below the existing ground surface. The locations of the borings will be staked in the field by Terracon. We plan to use a limited access GeoProbe drill rig provided by GeoTest Services, Inc. to drill the soil borings. The concrete slab in the Ford Building will be cored and a slab reinforcing steel survey will be performed at the three locations designated by Hesters and Sanders Architecture. Terracon will coordinate with appropriate court house personnel regarding location of utilities. However, locating utilities is the responsibility of the Client. Terracon will not be responsible for any damage to utilities not marked or improperly located.

Soil samples will be obtained with either a Shelby tube sampler. Observations of groundwater will be made during field operations and shortly thereafter. Borings would be backfilled with soil cuttings after the final water level readings are obtained.

The field exploration program at this site should be sufficiently flexible to accommodate any unforeseen conditions that may be encountered during drilling. The exploration will be closely monitored by our engineering staff, and we will confer with you if it appears that the program should be revised because of adverse or unusual conditions.

Laboratory Testing - Soil samples obtained during field exploration will be tested in our laboratory in order to determine their engineering properties. We anticipate that tests for this project will include Atterberg limits, moisture content, amount passing the No. 200 sieve, and unconfined compression. Results from the laboratory tests will be used to classify the soil, measure strength properties, evaluate the shrink/swell potential, and to determine construction workability of the soils. In addition, we will obtain length measurements and perform compressive strength tests on the cores obtained from the concrete slab in the Ford Building.

Engineering Analysis and Report - The results of our field observations, exploration program, and laboratory tests will be analyzed and evaluated by our engineering staff. These results will be used as a basis for preparing geotechnical recommendations for your team's design of the foundations for the proposed Greer Building. Also included in the report will be the length and compressive strength of the concrete cores and the slab reinforcing steel survey for the Ford Building.

An engineering report will be prepared, typed, and presented to you in four copies. This report will document field exploration and laboratory testing procedures. Test results, boring logs (showing a cross-section of soil strata), groundwater observations, and recommendations will be presented. The report will also contain a discussion of the various factors used as a basis for preparing the recommendations.

Polk County Judicial Center
May 7, 2009
Page 3



Schedule- We anticipate that we could begin the field exploration within about two weeks of your notice to proceed, if the site is accessible to our drilling equipment. The report will be submitted to you within about four weeks after the borings are completed. If needed, verbal recommendations could be provided prior to submittal of the final report.

C. COMPENSATION

For the scope of services outlined in this proposal will be as follows:

Ford Building	\$2,000
Greer Building (including cost of limited access drilling equipment)	\$6,950

The cost of our services will not exceed these amounts without the approval of the Client.

D. AUTHORIZATION

Our services will be performed in accordance with the terms and conditions in AIA Document G602 - 1993 submitted to us by Polk County for the original geotechnical investigation. Please return one signed copy of the Supplement to Agreement for Services to our Lufkin office to authorize these services. An Access Agreement is also enclosed for signature by the person responsible for approval. This proposal is valid only if authorized within 90 days from the proposal date.

Sincerely,

Terracon
Consultants, Inc.

William V. Jacobs, P.E.
Principal

Bobbie Sue Hood, P.E.
Senior Associate/Office Manager

WVJ/wj

Enclosure: Supplement to Agreement for Services
Access Agreement

Cc: Hesters and Sanders Architecture; Lufkin, Texas

RECEIVED

MAY 11 2009

POLK COUNTY JUDGE

Terracon

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO
SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated January 30, 2008, Agreement reference number P93-G008-08) is between Polk County Texas ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated May 5, 2009 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

1. **Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

See Attached Proposal No. P93-G043-09

2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

See Attached Proposal No. P93-G043-09

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By: William V. Jacobs Date: 5/5/09

Name/Title: William V. Jacobs, P.E./ Principal

Address: 1609 S. Chestnut, Suite 107

Lufkin, Texas 75901

Phone: 936.634.5044 Fax: 936.634.8177

Client: Polk County Texas

By: John P. Thompson Date: 5.18.09

Name/Title: The Honorable John P. Thompson, Co. Judge

Address: 101 West Church Street, Suite 300

Livingston, Texas 77351

Phone: 936.327.6813 Fax: 936.327.6891

Supplement Reference Number (Terracon Supplemental Proposal or Project Number): P93-G043-09



ACCESS AGREEMENT

Date: 5/7/09

DEFINITIONS

The property to which access is granted is: Polk County Judicial Center ("Property").
The Legal Owner(s) of the Property or person/entity with legal authority to grant access to the Property is: Polk County Texas ("Grantor").
The services to be conducted on the Property are generally described as follows: Soil Borings and Concrete Coring ("Services").
The entity granted access for the purposes of performing the Services is Terracon Consultants, Inc., which shall include its employees, agents, and subcontractors ("Grantee").
The Services are performed for the benefit of Polk County Texas ("Client"), pursuant to the Agreement for Services between Terracon and Client, date and reference number 5/7/09 and P93-G043-09.

AGREEMENTS

By its signature below, Grantor represents it has authority to, and does, grant access to the Property to Grantee for the purpose of performing the Services. Grantor agrees that:

- Grantee may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water, and other samples, and perform other actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Services.
Grantee may use large truck or track-mounted equipment in the performance of the Services, which is normal and customary in the performance of these kinds of services, and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface ("Surface Marks"), but Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.
Grantor will not interfere with any of the activities of Grantee or undertake any actions regarding the use of Property that would endanger the health, safety, or welfare of the Grantee employees, agents, or subcontractors, or damage their equipment, materials, or property.

By its signature below, Grantee agrees:

- That upon completion of Services and activities authorized by this Access Agreement, Grantee will remove all material and equipment utilized by Grantee from the Property, with the exception of ground markers that may be placed on the premises to designate sampling areas,
Grantee will remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, if acceptable to Grantor.
Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use.

The Services and field activities authorized under this Access Agreement may begin after signature of Grantor. Access is granted until Services are completed, which should not exceed 45 days following commencement of Services, except for period of access necessary for monitoring equipment, if applicable, after which time all rights of access given by Grantor shall cease.

SIGNATURES

Grantor:
By: [Signature] Date: 5.18.09
Name/Title: The Honorable John P. Thompson/ County Judge
Address: 101 West Church Street, Suite 300
Livingston, Texas 77351
Phone: 936.327.6813 Fax: 936.327.6891

Terracon Consultants, Inc. :
By: [Signature] Date: 5/7/09
Name/Title: William V. Jacobs, P.E./Principal
Address: 1609 S. Chestnut, Suite 107
Lufkin, Texas 75901
Phone: 936.634.5044 Fax: 936.634.8177